

June 4, 2014

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at the American Embassy in Nouakchott, Mauritania. Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus two exhibits:

Exhibit A - Performance Required Under the Licensing Agreement

Exhibit B - Licensor-Furnished Property

Exhibit C - Holiday Schedule

Pre-submission conference:

The embassy will hold a conference for all parties interested in this opportunity. The conference will be held at the US Embassy on the 17th of June at 11:00 am. If you are interested in participating please email Ould Bezeid, Mohamed Fall, and Procurement Supervisor at bezeidMF@state.gov.

Points of Contact

Direct all questions regarding this Invitation for Tenders to the following individual:

Ould Bezeid, Mohamed Fall, and Procurement Supervisor

+222 45 25 26 60 x 4550

Thank you for your interest in this action.

Sincerely,

Andrew Hudson
Licensing Officer

LICENSING AGREEMENT

I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a cafeteria on the premises of the Licensors. For the purposes of this agreement, the American Embassy in Nouakchott, Mauritania, is the Licensors and _____ is the Licensee. The term “parties” means the Licensors and Licensee. No United States Government funds are obligated under this agreement.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, beverages, and such other items as may be authorized by the Licensors under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

II. PERIOD OF AGREEMENT

A. Initial Period of Agreement. This Agreement is effective immediately upon the date of signature by the Licensing Officer and shall end one (1) year later.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

III. SPECIFICS OF CAFETERIA OPERATIONS

Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this agreement.

IV. LICENSOR PERSONNEL

A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensors to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Licensing Officer may designate a Licensors’ Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensors’ principal point of contact for day-to-day operations and ensure compliance with the License Agreement. If no Licensors’ Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee's work. The Regional Medical Technician (RMT) will provide health inspection of the facilities and provide a report with findings and recommendations to the Regional Medical Officer, Foreign Service Health Practitioner (FSHP), and the Facilities Manager (FM). The FM will supervise the maintenance responsibilities of the Licensors in the cafeteria area. The General Services Officer (GSO) will provide inventory control of Licensors-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensors upon request.

B. Rights of the Licensors.

(1) The Licensors has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensors shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensors. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The RTO, the FSHP, the Licensors's Technical Representative and/or professional health and food service inspectors shall perform periodic inspections to assure compliance with Agreement requirements and industry standards.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

VII. TERMS OF AGREEMENT

A. General. Exhibit A sets forth several reports which the Licensee is required to submit to the Licensor.

B. Rent, Utilities and Licensor-Furnished Property. The Licensee shall not be liable for payment of any rent or for reimbursement to the Licensor for utilities or use of Licensor-furnished property as a result of services provided under this Agreement. See Section VIII below for potential liability on the part of the Licensee due to damage to property.

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before they begin work.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss, or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement (to be provided to the licensee when this Agreement goes into effect). Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his/her operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

H. General Requirements.

1. This is an Embassy cafeteria for use by all staff. Employees may bring food from home and consume it.
2. The Embassy uses the space for occasional meetings, events and parties. The Embassy will try to schedule these in advance and/or work outside of peak service hour.
3. The Embassy may assist in importing goods, as allowed by law, but only items to be served at the cafeteria
4. This is a Muslim country; provisions must be made to ensure proper food preparation guidelines are met. Pork products may be served but must be clearly labeled and kept and prepared separately.
5. Visitors must be at the invitation of an American employee or family member and pre-approved through the RSO's office 48 hours in advance.
6. The Licensee may use the facilities to provide food service to the American International School (AISN). Any business arrangements should be made directly with the school.
7. Deliveries onto the compound are possible, but only in cleared vehicles.
8. Garbage must be kept in containers. The rear entrance area must be kept clean. Food items should be bagged in plastic before being put in garbage cans.
9. The point of contact for the Licensee is the General Services Officer.

IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed issue to the Management Officer. Their ruling shall be considered final for both parties.

EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to provide a license to the Licensee to operate a cafeteria on the premises of the Licensor. The evaluation process shall include the following:

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of licensing agreement as defined in Section I -VIII, along with any technical information provided by the offeror with its proposal/quotation.

(c) A sample menu is required

(d) The Embassy will do a taste test before making a final selection.

(e) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

LIST OF EXHIBITS

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of approximately 150 employees who will be working at the American Embassy in Nouakchott compound.

The Licensor shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

II. DESCRIPTION OF FACILITIES

A. Dining Facility. The dining facility is located in a building of the Embassy located in the rear of the Tennis Court and consists of a food preparation area and a dining area. The dining room is located in an open terrace of the Embassy. The food preparation area consists of a kitchen, pantry, and lavatory. The kitchen is approximately 102 square meters and the dining room approximately 93 square meters.

B. Seating. Seating is available for 50 persons in the dining room. And 30 people outside.

C. Performance History. Breakfast and lunch are both served and lunch service is provided to the school five (5) days a week.

III. HOURS OF SERVICE

A. Schedule. The cafeteria will be open Sunday through Thursday from 7:30am to 3pm. Breakfast should be served between the hours of 7:30am and 10am and lunch should be served between the hours of 11:30am and 2:30pm. The cafeteria will be closed on official Embassy holidays as shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. All events held on the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. Specifically, each day a "special" will be offered at a reduced price for locally engaged staff.

(2) If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the

Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. Exhibit B provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

Health Exams: The Licensee shall have each employee receive the following health exams prior to employment and either yearly. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

The licensee is required to cover the costs for:

- (a) Chest x-ray
- (b) Proof of vaccination for polio and typhoid

The United States Government will cover the costs for:

- (c) Exam of mouth, lungs, and skin
- (d) Stool Test, to include KAOP

Changes to the policy on Embassy-covered costs will be announced at least 90 days in advance.

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/Embassy and is not entitled to any rights nor benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. At least fifteen (15) working days before the start of business, the licensee must submit the following details for each employee:

1. Name of applicant
2. Contact number for the applicant
3. Copy of birth certificate
4. Copy of Carte de Sejour OR National ID card (Depending on citizenship)
5. Copy of Curriculum Vitae
6. Copy of tribunal record checks (Casier Judiciaire)

The Licensee must submit this same information for any new staff hired during the licensing period. These new employees cannot begin working in the cafeteria until the Embassy security has completed a background investigation.

(4) The Licensee shall employ a full-time manager unless the Licensee is an individual.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the General Services office as lost and found items.

G. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facilities Maintenance Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The Licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Licensee shall use the following cleaning schedule. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Toilets: Clean and sanitize after each meal

Wash basins: clean and sanitize after each meal,
and change hand towels after each meal.

Cold drink dispensers and ice cream machines:
clean and sanitize daily.

Garbage: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Table cloths: replace after each meal.

(b) Kitchens

(1) Daily and After each Meal:

Food service preparation area: clean and sanitize
after every meal.

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize, floors daily.

Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly.

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.

Freezers: Clean and sanitize shelves weekly.

(4) Monthly:

Exhaust system for cooker: check and clean at a
minimum once each month.

Freezers: Clean and sanitize walls once each month.

Chillers: Clean and sanitize walls once each month.

(5) Quarterly. Strip and wax all resilient tiles.

(6) Semi-annually.

Perform cleaning of exhaust pipes.

Clean the tile walls in kitchen and dining areas.

Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

N. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in local currency only. The Embassy will make no payments to the Licensee.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends.

The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval.

(2) Flatware, China, and Glassware Inventories: Once a quarter, the Licensee shall provide an inventory of all Flatware, China and Glassware in the Cafeteria. Included in this inventory will be a listing of the Employees who took any of these items out of the Cafeteria.

V.. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for one (1) year the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, beverages, and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

- A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.
- B. Public Space. The Licensor reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licensor employees or other assemblies. After each use, the Licensor will clean and rearrange the space without expense to the Licensee.

VII. RESTRICTIONS

- A. Equipment. Unless otherwise permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.
- B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.
- C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.
- D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

VIII. DEFINITIONS. The following definitions pertain to this Agreement.

473.) American Embassy Nouakchott: American Embassy Nouakchott is interchangeable with “Licensor” and “The Embassy.”

- B. Licensing Officer: “Licensing Officer” means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings.
- C. Licensee: “Licensee” means the individual or company that has entered into an Agreement with the Embassy. “Offer” means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.
- D. RSO: Regional Security Office of the AMERICAN Embassy.

- E. GSO: General Services Office of the AMERICAN Embassy.
- F. RTO: Regional Technical Officer

EXHIBIT B

**LICENSOR-FURNISHED
EQUIPMENT/MATERIALS**

To be provided at a later date

Exhibit C

2014 HOLIDAY SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the American Embassy in Libreville, Gabon. Each year the Licensor will provide similar listing of holidays.

<u>Date</u>	<u>Day</u>	<u>AMERICAN Holiday</u>	<u>Local Holiday</u>
January 1	New Year	A	
January 14	Birthday of Martin Luther King, Jr.	A	
January 19	Martin Lutherking'Day observed	A	
February 19	President's Day	A	
April 9	Easter Monday		G
May 1	Labor Day		G
May 25	Africa Day		G
May 26	Memorial Day, Whit Monday	A	G
July 3	Independence Day	A	
July 29	Id Elfitr		G
August 31	Labor day	A	
Oct 5	Id ElAdha Tabaski		G
Oct 12	Columus Day	A	
October 25	Muslim New Year		G
November 11	Veterans Day	A	G
November 27	Thanksgiving Day	A	
November 28	Fete Nationale		G
December 25	Christmas Day	A	G